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UNITED STATES OF AMERICA



UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

AKIL JERMAINE RICKS,

Defendant.

No. 2:25-cr-00238-ODW

PLEA AGREEMENT FOR DEFENDANT AKIL
JERMAINE RICKS

1. This constitutes the plea agreement between AKIL JERMAINE RICKS ("defendant"), and the United States Attorney's Office for the Central District of California (the "USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a) At the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to Count One of the

1 Information, which charges defendant with Conspiracy to Commit Bank
2 Fraud, in violation of 18 U.S.C. § 1349.

3 b) Not contest facts agreed to in this agreement.

4 c) Abide by all agreements regarding sentencing
5 contained in this agreement.

6 d) Appear for all court appearances, surrender as
7 ordered for service of sentence, obey all conditions of any bond,
8 and obey any other ongoing court order in this matter.

9 e) Not commit any crime; however, offenses that would be
10 excluded for sentencing purposes under United States Sentencing
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are
12 not within the scope of this agreement.

13 f) Be truthful at all times with Pretrial Services, the
14 United States Probation Office, and the Court.

15 g) Pay the applicable special assessment at or before
16 the time of sentencing unless defendant lacks the ability to pay and
17 prior to sentencing submits a completed financial statement on a
18 form to be provided by the USAO.

19 h) Not bring a post-conviction collateral attack on the
20 conviction or sentence except a post-conviction collateral attack
21 based on a claim of ineffective assistance of counsel.

22 i) Not move to withdraw defendant's guilty plea.

23 j) Not file a notice of appeal, unless the term of
24 imprisonment imposed exceeds thirty years.

25 k) Support the government's request that defendant's
26 supervised release include the following suspicionless search
27 conditions:

1 Defendant shall submit defendant's person and any
2 property, residence, vehicle, papers, computer, other
3 electronic communication or data storage devices or media,
4 and effects to search and seizure at any time of the day
5 or night by any law enforcement or probation officer, with
6 or without a warrant, and with or without cause. If
7 stopped or questioned by a law enforcement officer for any
8 reason, defendant shall notify that officer that defendant
9 is on federal supervised release and subject to search
10 with or without cause.

11 3. Defendant further agrees to:

12 a. Immediately and irrevocably forfeit to the United
13 States of America any and all interests of defendant in the
14 following items (collectively referred to herein as the "Forfeitable
15 Property"), which Forfeitable Property defendant agrees (1)
16 constitutes or is derived from proceeds traceable to violations of
17 18 U.S.C. §§ 1028A and 1344; (2) was used or intended to be used to
18 commit or to facilitate the commission of violations of 18 U.S.C.
19 § 1028A; and (3) shall, at the sole election of the United States of
20 America, be criminally forfeited or civilly forfeited,
21 administratively or judicially, pursuant to 18 U.S.C. §§ 981, 982
22 and 1028 or otherwise: the two Rolex watches seized on or about
23 March 20, 2024, during the execution of a search warrant at
24 defendant's apartment in Valley Village.

25 b. Hereby withdraw any claim or petition for remission
26 defendant submitted to any federal agency in any administrative
27 forfeiture proceedings commenced by that agency with respect to the
28 Forfeitable Property. Defendant further waives defendant's rights,
if any, to any further notice relative to the administrative
forfeiture proceedings and understands, acknowledges and agrees that
defendant's interests in the Forfeitable Property shall be

1 administratively forfeited to the United States of America without
2 any further notice.

3 c. Refrain from contesting or seeking remission with
4 respect to the Forfeitable Property (by filing a claim, statement of
5 interest, petition for an ancillary proceeding, petition for
6 remission or otherwise) of the Forfeitable Property in any
7 administrative or judicial proceeding, or assisting any other person
8 or entity in falsely contesting the forfeiture of the Forfeitable
9 Property in any administrative or judicial proceeding.

10 d. Take all steps necessary to pass to the United States
11 of America clear title to the Forfeitable Property, including,
12 without limitation, the execution of stipulations for the entry of
13 consent judgments of forfeiture of the Forfeitable Property,
14 stipulations for the entry of preliminary orders of forfeiture
15 relative to the Forfeitable Property and the completion of any other
16 legal documents required for the transfer of title to the
17 Forfeitable Property to the United States of America.

18 e. The Court's entry of an order of forfeiture at or
19 before sentencing with respect to the Forfeitable Property and to
20 the forfeiture of the Forfeitable Property. Defendant knowingly and
21 voluntarily waives (i) the requirements of Federal Rules of Criminal
22 Procedure 32.2 and 43(a) regarding notice of the forfeiture in the
23 charging instrument, announcement of the forfeiture at sentencing
24 and incorporation of the forfeiture in the judgment; (ii) all
25 constitutional and statutory challenges in any manner (including by
26 direct appeal, habeas corpus or any other means) to any forfeiture
27 carried out in accordance with this agreement on any grounds; and
28 (iii) all constitutional, legal and equitable defenses to the

1 forfeiture of the Forfeitable Property in any proceeding on any
2 grounds including, without limitation, that the forfeiture
3 constitutes an excessive fine or punishment. Defendant also
4 acknowledges and understands that the forfeiture of the Forfeitable
5 Property is part of the sentence that may be imposed in this case
6 and waives any failure by the Court to advise defendant of this,
7 pursuant to Rule 11(b)(1)(J), at the time defendant's guilty plea is
8 accepted.

9 f. Forfeiture of the Forfeitable Property not being
10 counted toward satisfaction of any (i) special assessment, fine,
11 restitution, or any other penalty the Court may impose; or
12 (ii) taxes, penalties, or interest owed to the Internal Revenue
13 Service.

14 THE USAO'S OBLIGATIONS

15 4. The USAO agrees to:

16 a) Not contest facts agreed to in this agreement.
17 b) At the time of sentencing, move to dismiss the
18 remaining count of the Information as against defendant. Defendant
19 understands, however, that at the time of sentencing the Court may
20 consider any dismissed charges in determining the applicable
21 Sentencing Guidelines range, the propriety and extent of any
22 departure from that range, and the sentence to be imposed.

23 NATURE OF THE OFFENSE

24 5. Defendant understands that for defendant to be guilty of
25 conspiracy to commit bank fraud, in violation of Title 18, United
26 States Code, Section 1349, the following must be true: First,
27 during the time period alleged in the Information there was an
28 agreement between two or more persons to commit bank fraud; Second,

1 defendant became a member of the conspiracy knowing of its object
2 and intending to help accomplish it. The elements of bank fraud, in
3 turn, are as follows: First, defendant knowingly carried out a
4 scheme or plan to obtain money or property from a financial
5 institution by making false statements or promises; Second,
6 defendant knew that the statements or promises were false; Third,
7 the statements or promises were material, that is, they had a
8 natural tendency to influence, or were capable of influencing, a
9 financial institution to part with money or property; Fourth, the
10 defendant acted with the intent to defraud; and Fifth, the financial
11 institution was federally insured.

12 PENALTIES AND RESTITUTION

13 6. Defendant understands that the statutory maximum sentence
14 that the Court can impose for a violation of Title 18, United States
15 Code, Sections 1349, 1344, is: 30 years' imprisonment; a five-year
16 period of supervised release; a fine of \$1,000,000, or twice the
17 gross gain or loss, whichever is greatest; and a mandatory special
18 assessment of \$100.

19 7. Defendant understands that supervised release is a period
20 of time following imprisonment during which defendant will be
21 subject to various restrictions and requirements. Defendant
22 understands that if defendant violates one or more of the conditions
23 of any supervised release imposed, defendant may be returned to
24 prison for all or part of the term of supervised release authorized
25 by statute for the offense that resulted in the term of supervised
26 release, which could result in defendant serving a total term of
27 imprisonment greater than the statutory maximum stated above.

1 8. Defendant understands that, by pleading guilty, defendant
2 may be giving up valuable government benefits and valuable civic
3 rights, such as the right to vote, the right to possess a firearm,
4 the right to hold office, and the right to serve on a jury.
5 Defendant understands that once the court accepts defendant's guilty
6 plea, it will be a federal felony for defendant to possess a firearm
7 or ammunition. Defendant understands that the conviction in this
8 case may also subject defendant to various other collateral
9 consequences, including but not limited to revocation of probation,
10 parole, or supervised release in another case and suspension or
11 revocation of a professional license. Defendant understands that
12 unanticipated collateral consequences will not serve as grounds to
13 withdraw defendant's guilty plea.

14 9. Defendant and defendant's counsel have discussed the fact
15 that, and defendant understands that, because defendant is not a
16 United States citizen, the conviction in this case makes it
17 practically inevitable and a virtual certainty that defendant will
18 be removed or deported from the United States. Defendant may also
19 be denied United States citizenship and admission to the United
20 States in the future. Defendant understands that while there may be
21 arguments that defendant can raise in immigration proceedings to
22 avoid or delay removal, removal is presumptively mandatory and a
23 virtual certainty in this case. Defendant further understands that
24 removal and immigration consequences are the subject of a separate
25 proceeding and that no one, including defendant's attorney or the
26 Court, can predict to an absolute certainty the effect of
27 defendant's conviction on defendant's immigration status. Defendant
28 nevertheless affirms that defendant wants to plead guilty regardless

1 of any immigration consequences that this plea may entail, even if
2 the consequence is automatic removal from the United States.

3 10. Defendant understands that defendant will be required to
4 pay full restitution to the victims of the offense to which
5 defendant is pleading guilty. Defendant agrees that, in return for
6 the USAO's compliance with its obligations under this agreement, the
7 Court may order restitution to persons other than the victims of the
8 offense to which defendant is pleading guilty and in amounts greater
9 than those alleged in the count to which defendant is pleading
10 guilty. In particular, defendant agrees that the Court may order
11 restitution to any victim of any of the following for any losses
12 suffered by that victim as a result: (a) any relevant conduct, as
13 defined in U.S.S.G. § 1B1.3, in connection with the offense to which
14 defendant is pleading guilty; and (b) any counts dismissed and
15 charges not prosecuted pursuant to this agreement as well as all
16 relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with
17 those counts and charges.

18 FACTUAL BASIS

19 11. Defendant admits that defendant is, in fact, guilty of the
20 offense to which defendant is agreeing to plead guilty. Defendant
21 and the USAO agree to the statement of facts provided below and
22 agree that this statement of facts is sufficient to support a plea
23 of guilty to the charges described in this agreement but is not
24 meant to be a complete recitation of all facts relevant to the
25 underlying criminal conduct or all facts known to either party that
26 relate to that conduct.

27 Beginning in or before 2015, and continuing through at least
28 March 20, 2024, there was an agreement between two or more

1 persons to commit bank fraud. Defendant became a member of
2 that conspiracy knowing of its object and intending to help
3 accomplish it. In furtherance of the conspiracy, defendant
4 purchased high-end equipment to counterfeit driver's licenses
5 and other identification documents. Acting with the intent to
6 defraud, defendant received from some of his co-conspirators
7 stolen checks. Defendant forged identity documents in the
8 names of the intended check recipients, but bearing the
9 photographs of other of his co-conspirators, so that they could
10 negotiate the checks. Defendant and his co-conspirators shared
11 the proceeds of their fraud. As a result of this conspiracy,
12 federally-insured financial institutions including Wells Fargo
13 Bank, Citibank, and Bank of America sustained actual losses.

9 THERE IS NO AGREEMENT AS TO SENTENCING

10 12. Defendant understands that in determining defendant's
11 sentence the Court is required to calculate the applicable
12 Sentencing Guidelines range and to consider that range, possible
13 departures under the Sentencing Guidelines, and the other sentencing
14 factors set forth in 18 U.S.C. § 3553(a). Defendant understands
15 that the Sentencing Guidelines are advisory only, that defendant
16 cannot have any expectation of receiving a sentence within the
17 calculated Sentencing Guidelines range, and that after considering
18 the Sentencing Guidelines and the other § 3553(a) factors, the Court
19 will be free to exercise its discretion to impose any sentence it
20 finds appropriate up to the maximum set by statute for the crimes of
21 conviction.

22 13. Defendant and the USAO have no agreement as to the
23 appropriate sentence or the applicable Sentencing Guidelines
24 factors. Both parties reserve the right to seek any sentence within
25 the statutory maximum, and to argue for any criminal history score
26 and category, base offense level, specific offense characteristics,
27 adjustments, departures, and variances.

WAIVER OF CONSTITUTIONAL RIGHTS

14. Defendant understands that by pleading guilty, defendant gives up the following rights:

a) The right to persist in a plea of not guilty.

b) The right to a speedy and public trial by jury.

c) The right to be represented by counsel - and if necessary have the court appoint counsel - at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel - and if necessary have the court appoint counsel - at every other stage of the proceeding.

d) The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.

e) The right to confront and cross-examine witnesses against defendant.

f) The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify.

g) The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that choice not be used against defendant.

h) Any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed.

LIMITED WAIVER OF DISCOVERY

15. In exchange for the government's obligations under this agreement, defendant gives up any right defendant may have had to review any additional discovery.

ABANDONMENT OF DIGITAL DEVICES AND PRINTING EQUIPMENT

16. Defendant abandons all right, title, and interest defendant had the identification manufacturing equipment and digital devices seized by law enforcement officials in this case, which defendant admits are instrumentalities of defendant's offense.

WAIVER OF APPEAL OF CONVICTION

17. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty plea was involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's conviction on the offense to which defendant is pleading guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

18. Defendant agrees that, provided the Court imposes a term of imprisonment of no more than thirty years, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the court, provided it is within the statutory maximum; (d) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; (e) the amount and terms of any restitution order, provided it requires payment of no more than \$10,000,000; and (f) the conditions of probation or supervised release imposed by the Court.

19. Defendant also gives up any right to bring a post-conviction collateral attack on the conviction or sentence, including any order of restitution, except a post-conviction collateral attack based on a claim of ineffective assistance of counsel, a claim of newly discovered evidence, or an explicitly

1 retroactive change in the applicable Sentencing Guidelines,
2 sentencing statutes, or statutes of conviction.

3 20. The USAO gives up its right to appeal any portion of the
4 sentence unless defendant files a notice of appeal, in which case
5 the USAO is free to cross-appeal every aspect of the sentence.

6 RESULT OF WITHDRAWAL OF GUILTY PLEA

7 21. Defendant agrees that if, after entering a guilty plea
8 pursuant to this agreement, defendant seeks to withdraw and succeeds
9 in withdrawing defendant's guilty plea on any basis other than a
10 claim and finding that entry into this plea agreement was
11 involuntary, then (a) the USAO will be relieved of all of its
12 obligations under this agreement; and (b) should the USAO choose to
13 pursue any charge that was either dismissed or not filed as a result
14 of this agreement, then (i) any applicable statute of limitations
15 will be tolled between the date of defendant's signing of this
16 agreement and the filing commencing any such action; and
17 (ii) defendant waives and gives up all defenses based on the statute
18 of limitations, any claim of pre-indictment delay, or any speedy
19 trial claim with respect to any such action, except to the extent
20 that such defenses existed as of the date of defendant's signing
21 this agreement.

22 EFFECTIVE DATE OF AGREEMENT

23 22. This agreement is effective upon signature and execution
24 of all required certifications by defendant, defendant's counsel,
25 and an Assistant United States Attorney.

26 BREACH OF AGREEMENT

27 23. Defendant agrees that if defendant, at any time after the
28 effective date of this agreement, knowingly violates or fails to

1 perform any of defendant's obligations under this agreement ("a
2 breach"), the USAO may declare this agreement breached. All of
3 defendant's obligations are material, a single breach of this
4 agreement is sufficient for the USAO to declare a breach, and
5 defendant shall not be deemed to have cured a breach without the
6 express agreement of the USAO in writing. If the USAO declares this
7 agreement breached, and the Court finds such a breach to have
8 occurred, then: (a) if defendant has previously entered a guilty
9 plea pursuant to this agreement, defendant will not be able to
10 withdraw the guilty plea, (b) the USAO will be relieved of all its
11 obligations under this agreement, and (c) defendant will still be
12 bound by defendant's obligations under this agreement.

13 24. Following the Court's finding of a knowing breach of this
14 agreement by defendant, should the USAO choose to pursue any charge
15 that was either dismissed or not filed as a result of this
16 agreement, then:

17 a) Defendant agrees that any applicable statute of
18 limitations is tolled between the date of defendant's signing of
19 this agreement and the filing commencing any such action.

20 b) Defendant waives and gives up all defenses based on
21 the statute of limitations, any claim of pre-indictment delay, or
22 any speedy trial claim with respect to any such action, except to
23 the extent that such defenses existed as of the date of defendant's
24 signing this agreement.

25 c) Defendant agrees that: (i) any statements made by
26 defendant, under oath, at the guilty plea hearing (if such a hearing
27 occurred prior to the breach); (ii) the agreed to factual basis
28 statement in this agreement; and (iii) any evidence derived from

1 such statements, shall be admissible against defendant in any such
2 action against defendant, and defendant waives and gives up any
3 claim under the United States Constitution, any statute, Rule 410 of
4 the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
5 Criminal Procedure, or any other federal rule, that the statements
6 or any evidence derived from the statements should be suppressed or
7 are inadmissible.

8 COURT AND PROBATION OFFICE NOT PARTIES

9 25. Defendant understands that the Court and the United States
10 Probation Office are not parties to this agreement and need not
11 accept any of the USAO's sentencing recommendations or the parties'
12 agreements to facts or sentencing factors.

13 26. Defendant understands that both defendant and the USAO are
14 free to: (a) supplement the facts by supplying relevant information
15 to the United States Probation Office and the Court, (b) correct any
16 and all factual misstatements relating to the Court's Sentencing
17 Guidelines calculations and determination of sentence, and (c) argue
18 on appeal and collateral review that the Court's Sentencing
19 Guidelines calculations and the sentence it chooses to impose are
20 not error, although each party agrees to maintain its view that the
21 calculations in the plea agreement are consistent with the facts of
22 this case. While this paragraph permits both the USAO and defendant
23 to submit full and complete factual information to the United States
24 Probation Office and the Court, even if that factual information may
25 be viewed as inconsistent with the facts agreed to in this
26 agreement, this paragraph does not affect defendant's and the USAO's
27 obligations not to contest the facts agreed to in this agreement.

1 27. Defendant understands that even if the Court ignores any
2 sentencing recommendation, finds facts or reaches conclusions
3 different from those agreed to, and/or imposes any sentence up to
4 the maximum established by statute, defendant cannot, for that
5 reason, withdraw defendant's guilty plea, and defendant will remain
6 bound to fulfill all defendant's obligations under this agreement.
7 Defendant understands that no one -- not the prosecutor, defendant's
8 attorney, or the Court -- can make a binding prediction or promise
9 regarding the sentence defendant will receive, except that it will
10 be within the statutory maximum.

11 NO ADDITIONAL AGREEMENTS

12 28. Defendant understands that, except as set forth herein,
13 there are no promises, understandings, or agreements between the
14 USAO and defendant or defendant's attorney, and that no additional
15 promise, understanding, or agreement may be entered into unless in a
16 writing signed by all parties or on the record in court.

17 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

18 29. The parties agree that this agreement will be considered
19 part of the record of defendant's guilty plea hearing as if the
20 entire agreement had been read into the record of the proceeding.
21 AGREED AND ACCEPTED

22 UNITED STATES ATTORNEY'S OFFICE
23 FOR THE CENTRAL DISTRICT OF CALIFORNIA

24 ///

JOSEPH T. MCNALLY
Acting United States Attorney

Andrew Brown

March 1, 2025

ANDREW BROWN
Assistant United States Attorney

Date


AKIL JERMAINE RICKS
Defendant

3/10/2025
Date

Annie O'Toole
ANNIE O'TOOLE
Attorney for Defendant
AKIL JERMAINE RICKS

3/10/2025

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and

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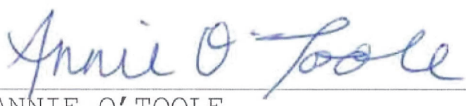
1 not for any other reason.

2
3 
4 AKIL JERMAINE RICKS
Defendant

3/10/2025
Date

5
6 CERTIFICATION OF DEFENDANT'S ATTORNEY

7 I am AKIL JERMAINE RICKS's attorney. I have carefully and
8 thoroughly discussed every part of this agreement with my client.
9 Further, I have fully advised my client of my client's rights, of
10 possible pretrial motions that might be filed, of possible defenses
11 that might be asserted either prior to or at trial, of the
12 sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant
13 Sentencing Guidelines provisions, and of the consequences of
14 entering into this agreement. To my knowledge: no promises,
15 inducements, or representations of any kind have been made to my
16 client other than those contained in this agreement; no one has
17 threatened or forced my client in any way to enter into this
18 agreement; my client's decision to enter into this agreement is an
19 informed and voluntary one; and the factual basis set forth in this
20 agreement is sufficient to support my client's entry of a guilty
21 plea pursuant to this agreement.

22
23 
24 ANNIE O'TOOLE
Attorney for Defendant
25 AKIL JERMAINE RICKS

3/10/2025
Date